

EXHIBIT “A”

FILED: KINGS COUNTY CLERK 09/27/2021 03:23 PM

NYSCEF DOC. NO. 1

INDEX NO. 524506/2021

RECEIVED NYSCEF: 09/27/2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
IANISH KAMISHANSKIY,

Plaintiff,

-against-

ALWAYS AFFORDABLE MOVING & STORAGE, INC.
d/b/a EAST COAST VAN LINES and JOHN DOE (said
name being fictitious, the true identity of whom is currently
unknown, but reflects the individual who was operating the
van that struck Plaintiff),

Defendants.
-----X

Index No.:
Date Purchased
SUMMONS

Plaintiff designates Kings
County as the place of trial.


The basis of venue is:
Plaintiff's residency

Plaintiff resides at:
1746 East 13th Street
Brooklyn, NY 11229
County of Kings

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
September 27, 2021



YURIY PRAKHIN, ESQ.
LAW OFFICE OF YURIY PRAKHIN, P. C.
Attorneys for Plaintiff
IANISH KAMISHANSKIY
1883 86th Street, 2nd Floor
Brooklyn, New York 11214
Tel: 718-946-5099
Our File No. 00022-AB

TO:

ALWAYS AFFORDABLE MOVING & STORAGE INC.
d/b/a EAST COAST VAN LINES
212 Durham Avenue, Suite 20
Metuchen, New Jersey 08840

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unknown, but reflects the individual who was operating the
van that struck Plaintiff),

Defendants.

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Index No.:

Date Purchased:

VERIFIED COMPLAINT

Plaintiff, IANISH KAMISHANSKIY, by his attorneys, LAW OFFICE OF YURIY PRAKHIN, P. C., complaining of Defendants, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES and JOHN DOE (said name being fictitious, the true identity of whom is currently unknown, but reflects the individual who was operating the van that struck Plaintiff), respectfully alleges, upon information and belief:

1. At the time of the commencement of this action and at all times hereinafter mentioned, Plaintiff, IANISH KAMISHANSKIY, was, and still is, a resident of the County of Kings, City and State of New York.

2. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was, and still is, a domestic profit corporation duly licensed to do business under the laws of the State of New Jersey.

3. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was, and still is a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey.

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4. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was, and still is, a foreign corporation duly authorized to do business in the State of New York.

5. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was, and still is, a domestic business corporation duly organized and existing under the laws of the State of New York.

6. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was, engaged in the business of moving items and things within the continental United States, including within the State of New York.

7. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, transacts business within the State of New York.

8. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, contracts from the State of New Jersey and/or elsewhere to supply goods and/or services in the State of New York.

9. As more fully set forth below herein, at all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, committed a tortious act without the State of New York, causing injury to a person and/or persons within the State of New York, and Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, regularly does business in the State of New York.

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10. As more fully set forth below herein, at all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, committed a tortious act without the State of New York, causing injury to a person and/or persons within the State of New York, and Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, regularly solicits business in the State of New York.

11. As more fully set forth below herein, at all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, committed a tortious act without the State of New York, causing injury to a person and/or persons within the State of New York, and Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, regularly engages in any other persistent course of conduct and/or any other persistent courses of conduct in the State of New York.

12. As more fully set forth below herein, at all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, committed a tortious act without the State of New York, and expected and/or should have reasonably expected the act to have consequences in the State of New York, and derives substantial revenue from interstate commerce.

13. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was the registered owner of a certain Mercedes Benz Sprinter 2500 van bearing New Jersey License Plate Number XHLF19 (hereinafter “Mercedes van”).

14. At all times herein mentioned, Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES was the title owner of the Mercedes van.

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15. At all times herein mentioned, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was the lessor of the Mercedes van.

16. At all times herein mentioned, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, was the lessee of the Mercedes van.

17. On or about November 17, 2020, and prior thereto, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, maintained the Mercedes van.

18. On or about November 17, 2020, and prior thereto, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, managed the Mercedes van.

19. On or about November 17, 2020, and prior thereto, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, repaired the Mercedes van.

20. On or about November 17, 2020, and prior thereto, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, inspected the Mercedes van.

21. On or about November 17, 2020, and prior thereto, Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, controlled the Mercedes van.

22. At all times herein mentioned, Defendant JOHN DOE (said name being fictitious, the true identity of whom is currently unknown, but reflects the individual who was operating the van that struck Plaintiff) (hereinafter "JOHN DOE") was, and still is, a resident of the County of Kings, City and State of New York.

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23. November 17, 2020, and at all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van.

24. At all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van with the permission of Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES.

25. At all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van with the knowledge of Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES.

26. At all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van with the express consent of Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES.

27. At all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van with the implied consent of Defendant ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES.

28. At all times herein mentioned, Defendant, JOHN DOE, operated the Mercedes van within the scope of his of employment with the Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES.

29. On or about November 17, 2020, and prior thereto, Defendant, JOHN DOE, maintained the Mercedes van.

30. On or about November 17, 2020, and prior thereto, Defendant, JOHN DOE, managed the Mercedes van.

31. On or about November 17, 2020, and prior thereto, Defendant, JOHN DOE, controlled the Mercedes van.

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32. On or about November 17, 2020, and prior thereto, Defendant, JOHN DOE, repaired the Mercedes van.

33. On November 17, 2020, and at all material times herein, Route 15, at or near the address of 423 Vermont Route 15, in the City of Underhill, State of Vermont, was, and still is, a public thoroughfare.

34. On November 17, 2020, Defendant, JOHN DOE, was operating the Mercedes van at or about the above-mentioned location.

35. On November 17, 2020, Plaintiff, IANISH KAMISHANSKIY, was a lawful pedestrian at or about the above-mentioned location.

36. On November 17, 2020, at the aforementioned location, the Mercedes van owned or leased by Defendant, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES, and operated by Defendant, JOHN DOE, came into contact with Plaintiff, IANISH KAMISHANSKIY, at or about the above-mentioned location.

37. That as a result of the aforesaid contact, Plaintiff, IANISH KAMISHANSKIY, was seriously injured.

38. That the above-stated occurrence and the results thereof were in no way due to any negligence on the part of Plaintiff contributing thereto, but were caused wholly and solely by the joint, several, and/or concurrent negligence of Defendants and/or said Defendants' agents, servants, employees, assigns, and/or licensees in the ownership, operation, management, maintenance, and control of the Mercedes van.

39. Defendants were negligent, careless, reckless, and grossly negligent in the ownership, operation, management, maintenance, supervision, use, and control of the Mercedes van, and Defendants were otherwise negligent, careless, and reckless under the circumstances then and there

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prevailing.

40. That by reason of the foregoing, Plaintiff, IANISH KAMISHANSKIY, sustained severe and permanent personal injuries; and Plaintiff, IANISH KAMISHANSKIY, was otherwise damaged.

41. Plaintiff, IANISH KAMISHANSKIY, sustained serious injuries as defined by §5102(d) of the Insurance Law of the State of New York, and loss greater than basic economic loss as defined by §5104 of the Insurance Law of the State of New York.

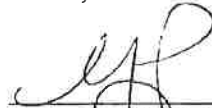
42. This action falls within one or more of the exceptions set forth in CPLR §1602.

43. That by reason of the foregoing, Plaintiff, IANISH KAMISHANSKIY, was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff, IANISH KAMISHANSKIY, demands judgment against Defendants, ALWAYS AFFORDABLE MOVING & STORAGE, INC. d/b/a EAST COAST VAN LINES and JOHN DOE (said name being fictitious, the true identity of whom is currently unknown, but reflects the individual who was operating the van that struck Plaintiff), in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: Brooklyn, New York
September 27, 2021

Yours, etc.



YURIY PRAKHIN, ESQ.
LAW OFFICE OF YURIY PRAKHIN, P. C.
Attorneys for Plaintiff
IANISH KAMISHANSKIY

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1883 86th Street, 2nd Floor
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ATTORNEY'S VERIFICATION

YURIY PRAKHIN, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury: I am an attorney at LAW OFFICE OF YURIY PRAKHIN, P.C., attorneys of record for Plaintiff, IANISH KAMISHANSKIY.

I have read the annexed COMPLAINT and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

This verification is made by me because Plaintiff is not presently in the county wherein I maintain my offices.

DATED: Brooklyn, New York
September 27, 2021



YURIY PRAKHIN

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unknown, but reflects the individual who was operating the van that struck Plaintiff),

Defendants.

SUMMONS and VERIFIED COMPLAINT

LAW OFFICE OF YURIY PRAKHIN, P. C.

Attorneys for Plaintiff

1883 86th Street, 2nd Floor

Brooklyn, New York 11214

718-946-5099
